

12.3.138 v.2
11-20-90



LONGVIEW FIBRE COMPANY

5901 EAST MARGINAL WAY SOUTH
P.O. BOX 24867
SEATTLE, WASHINGTON 98124
206-762-7170

November 20, 1990

Mr. Ric Ladwig
Plant Manager
James Hardy Gypsum
5831 East Marginal Way South
Seattle, Wa. 98134

Re: Rental Agreement - Parking Lot

I am returning your copy of the signed lease agreement by and between James Hardy Gypsum and Longview Fibre Company. We do appreciate your reconsideration and reduced request down from the June 25, 1990, letter by Dave House. Nevertheless the new rate does represent a twenty five percent increase over prior figures but is mitigated some what by the effective date of May 1. Very honestly we will keep looking for cheaper alternatives, (which may not exist) and would appreciate your forewarning of future plans for the parking lot. We will do our best to be a good neighbor.

Sincerely,

Gary V. Smith
Plant Manager

\jcm

USEPA SF



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LFC001043



JAMES HARDIE GYPSUM

5931 East Marginal Way South • Seattle, Washington 98134
Telephone: (206) 763-1550 • FAX: (206) 763-4655

November 19, 1990

Mr. Gary Smith
Longview Fibre
5901 East Marginal Way South
Seattle, WA 98134

Re: Rental of Property

Dear Gary:

I am writing to confirm our October 4, 1990, conversation pertaining to the James Hardie Gypsum property behind your plant. Longview wishes to use the property for parking and storage of materials.

James Hardie Gypsum will rent the property to you on a month-to-month tenancy effective May 1, 1990, for the sum of \$1,775 per month. Please pay all back sums due immediately. Future rent will be due by the tenth of each month.

Rent will be reviewed again as of May 1, 1991, and every anniversary thereafter for as long as the rental continues. This fact will not give Longview a long term right of possession. Instead, James Hardie Gypsum or Longview can terminate the rental on 30 days prior written notice. Upon termination, Longview will promptly vacate the property and cease its use.

Longview will only use the property for the above purposes. Longview will be responsible for cleaning up any pollution of the property caused by Longview, its agents or contractors, and will hold James Hardie Gypsum harmless from, and defend against, any such liability upon demand.

I trust this meets with your agreement. If so, please sign one copy of this letter and return to me for our files.

Yours Truly,

JAMES HARDIE GYPSUM (WA) INC.

Richard D. Ladwig

Richard D. Ladwig
Plant Manager

cc: H.D. House
C.L. Wiley

Longview Fibre agrees to the terms of the above letter this 20th
day of November, 1990.

Gary V. Smith 11-20-90
Gary Smith
Title: *Plant Manager*



JAMES HARDIE GYPSUM

5931 East Marginal Way South • Seattle, Washington 98134
Telephone: (206) 763-1550 • FAX: (206) 763-4655

June 25, 1990

Mr. Gary Smith
Longview Fibre
5901 East Marginal Way South
Seattle, WA 98134

Dear Gary,

I am writing in regard to the land between your plant and the Duwamish Waterway that you are currently using for parking and equipment storage. Originally you rented 16,800 square feet from us, but we are reducing the area rented to 13,000 square feet because JHG requires 3,800 square feet for equipment storage and plant access.

Effective May 1, 1990, the monthly rental will be \$2550.00 per month.

The rental basis will continue to be month to month. James Hardie may need to open the parking area to through traffic upon the earliest possible notice.

Please sign a copy of the letter and return for our files.

Yours truly,

JAMES HARDIE GYPSUM

H. D. House
Manufacturing Manager

HDH/hk



JAMES HARDIE GYPSUM

5931 East Marginal Way South • Seattle, Washington 98134
Telephone: (206) 763-1550 • FAX: (206) 763-4655

November 2, 1989

LONGVIEW FIBRE CO.
5901 East Marginal Way, South
Seattle, WA 98134

ATTENTION: GARY SMITH
PLANT MANAGER

REFERENCE: RENTAL AGREEMENT

Dear Gary:

James Hardie Gypsum (WA), Inc.'s expansion requires us to cancel the rental agreement on the 16,800 SF of land between your plant and the Duwamish Waterway.

Pursuant to our agreement, this letter is the 60 day written notification.

James Hardie Gypsum will begin to use that property on January 1, 1990. We apologize for any inconvenience, but we have run out of room.

Sincerely,

JAMES HARDIE GYPSUM (WA), INC.

Richard D. Ladwig
Richard D. Ladwig
Plant Manager

RDL:cdl

NORWEST

September 25, 1986

Mr. Gary Smith
Longview Fibre
5901 East Marginal Way South
Seattle, WA 98134

Dear Gary,

I am writing to confirm our conversation earlier this week regarding the revised monthly rent for the 16,800 square feet of land between your plant and the Duwamish Waterway. Effective October 1, 1986, the revised monthly rental will be \$1260.00. As discussed with you, this represents a monthly per foot charge of 7½ cents. Of this, 1½ cents presents the property tax portion and the other 6 cents represents a very conservative market rate.

In addition I would like to confirm that this monthly rental will continue for 12 months and be subject to renegotiation effective September 30, 1987. In the event that either party should wish to cancel this rental agreement, 60 days written notice should be rendered. I trust that this meets with your agreement. If so, please sign one copy of the attached letter and return to Norwest Gypsum for our files.

Yours truly,

NORWEST GYPSUM

Richard D. Ladwig
Richard D. Ladwig
Plant Manager

RDL:hk
Enclosure

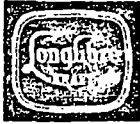
Agreed To 9-29-86

Gr Smith

Copy to Richard Ladwig

LONGVIEW FIBRE COMPANY

MAIN OFFICE AND MILLS, LONGVIEW, WASHINGTON



CORRUGATED FIBRE BOXES



5901 EAST MARGINAL WAY SOUTH
P. O. BOX 24867
SEATTLE, WASHINGTON 98124

February 11, 1980

Mr. Roy Nordman
General Manager
Norwest Gypsum
5931 E. Marginal Way S.
Seattle, Wa. 98134

Roy:

RE: Rental Agreement on Parking Lot:

Progress continues on our planned factory expansion and parking lot improvements, however, no work has been done on the parking lot as yet. As I recall our discussion we said the rent would go up to \$800.00/month as soon as the lot was expanded, graded, etc. Your billing for January and February was for \$800.00. I took the liberty to change the amount to \$500.00.

If all goes well we should do some grading on the parking lot in March in preparation for construction. At that time I would agree we should honor the \$800.00 monthly fee. If you disagree with my actions please call me.

Sincerely,

Gary V. Smith
Plant Manager

LFC001049

NORWEST

February 1, 1980

Longview Fibre Company
5901 E. Marginal Way South
Seattle, Washington 98134

To charge you for rental on property described in agreement
for the month of February 1980.

Rent ~~\$800.00~~

\$ 500.00

Per rental agreement
SS.

Sincerely,
NORWEST GYPSUM

S. Staley
S. Staley

SS/:

Norwest Gypsum 5931 EAST MARGINAL WAY SOUTH • SEATTLE, WASHINGTON 98134 • PHONE (206) 763-1550

LFC001050